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(Syllabi prepared by M. P. Burks, State Reporter.)

CLENDENNING's ADMR. v. THOMPSON's EXOR. AND OTHERS.—Decided at Wytheville, June 13, 1895.—*Harrison, J.*:

1. STATUTE OF LIMITATIONS—*Presumption of payment—case at bar.* The statute of limitations, when applicable, presents an absolute bar to the claim asserted. A presumption of payment short of the period of the statutory bar may arise from the lapse of time, the condition of the parties, their relations and dealings with one another, or other cause, but this presumption is a mere rule of evidence, deduced from the ordinary dealings of men with one another, and may be overcome by proof explanatory of the facts relied on in support of the presumption and inconsistent with such presumption. The evidence in this suit supports the presumption of payment, and is not overcome by evidence to the contrary.

LIGHTFOOT's ADMR. v. GREEN's EXOR.—Decided at Wytheville, June 13, 1895.—*Cardwell, J.*:

1. ASSIGNMENT NOT UNDER SEAL—*Statute of limitations—laches—presumption of payment.* The claim of the complainant was based on a written assignment of a bond, which assignment, not under seal, was made about July 16, 1875. Suit was instituted on this assignment in 1889.

Held: Under the peculiar language of the assignment, and the facts and circumstances of this case, the claim of the complainant is not barred by the statute of limitations, neither has there been such laches on his part, nor was the condition of the parties and their relations to each other such as to raise the presumption of payment.

LOGARIO AND OTHERS v. DOZIER.—Decided at Wytheville, June —, 1895.—*Keith, P.*:

1. DEED OF EXCHANGE—*Omission of name of one grantee.* Where a deed of exchange of land is made between two or more persons, and the name of the grantee of one of the parcels of land is omitted, the omission may be supplied and effect given to the deed, if, on inspection of the deed, enough shall appear to show in whom the title to that parcel vested. The deed should be so construed as to give effect to the true intent of the parties, as expressed in the deed, considered in all its parts, and construing the language used according to its common and usual acceptance.

2. DEED OF EXCHANGE—*Omission of name of one grantee—case at bar—reforma-*